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ATTORNEYS FOR HOME POINT FINANCIAL CORPORATION

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**IN RE:
EDUARDO REYES**

§
§ **CASE NO.: 19-44100-ELM**
§
§ **CHAPTER 13**

**HOME POINT FINANCIAL CORPORATION'S OBJECTION TO CONFIRMATION OF
DEBTOR'S CHAPTER 13 PLAN**

TO THE HONORABLE JUDGE OF SAID BANKRUPTCY COURT:

NOW COMES Home Point Financial Corporation (hereinafter "Creditor"), a secured creditor herein, and pursuant to 11 U.S.C. §§ 1322(b)(2), 1324 and 1325(a)(5), and Bankruptcy Rule 3015(f) files this Objection to Debtor's proposed Chapter 13 Plan (hereinafter "Plan"), and in support thereof would respectfully show the Court as follows:

1. On or about October 03, 2019, Eduardo Reyes, (hereinafter "Debtor", whether one or more) commenced the above captioned Chapter 13 bankruptcy proceeding. Tim Truman is the duly appointed and acting Chapter 13 Trustee.

2. Creditor is the owner and holder and/or the mortgage servicer for the owner and holder of a note executed by on 05/15/2018 and in the original principal sum of \$211,105.00. Movant is an entity entitled to enforce the Note.

3. The indebtedness is secured by a Deed of Trust dated 05/15/2018 and executed by Eduardo Reyes, which placed a lien on the real property and improvements thereon commonly known as: 3742 Burning Tree Lane, Garland, Texas 75042 (the "Subject Property").

4. On the date Debtor filed the petition for an Order of Relief, the Note was in default. On or about November 27, 2019, Creditor filed its Proof of Claim for arrears in the amount of \$3,776.21 and a principal balance of \$207,616.83. A copy of the Proof of Claim is attached hereto.

5. The total amount owed Creditor on the loan secured by the Property as of the date of Debtor's bankruptcy filing is approximately \$209,947.08, with interest and attorney fees continuing to accrue.

6. Debtor's Chapter 13 Plan proposes to pay \$0.00, over 0 months for the pre-petition arrears owing to Creditor. Creditor objects to the proposed treatment because the Plan:

- i. Fails to satisfy Creditor's Proof of Claim pursuant to the terms of the Note and Deed of Trust;
- ii. Attempts to modify the rights of Creditor in violation of 11 U.S.C. §1322 (b)(2). Creditor's claim is secured only by a security interest in real property that is the Debtor's principal residence and 11 U.S.C. §1322 (b)(2) prohibits the modification of Creditor's rights;
- iii. Does not provide for full payment of the Creditor's allowed secured claim;
- iv. Fails to timely cure the default reflected in the Proof of Claim as required in 11 U.S.C. §1322 (b)(5).

7. For the foregoing reasons, Creditor objects to confirmation of the Debtor's Chapter 13 Plan.

WHEREFORE, PREMISES CONSIDERED, Home Point Financial Corporation prays that this Court DENY confirmation of Debtor's proposed Chapter 13 Plan, award attorney fees and costs, and grant Home Point Financial Corporation such other and further relief, at law or equity, as is just.

Respectfully Submitted,

JACK O'BOYLE & ASSOCIATES

/s/ Travis H Gray

Travis H Gray

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ATTORNEYS FOR HOME POINT

FINANCIAL CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing pleading has been sent to the persons listed below electronically or by first class mail on December 02, 2019.

Eduardo Reyes
3742 Burning Tree Lane
Garland TX 75042

Tim Truman
6851 NE Loop 820, Ste. 300
Fort Worth TX 76180
CHAPTER 13 TRUSTEE

U.S. Trustee
1100 Commerce Street,
Room 976
Dallas TX 75242

Andrew Nichols
2730 N. Stemmons Frwy.,
Ste. 1010
Dallas TX 75207

/s/ Travis H Gray

Travis H Gray